

Jefferson

AFSCME Council 61 (Mixed)

7/1/2005 6/30/2008

AGREEMENT

between

CITY OF JEFFERSON

and

AMERICAN FEDERATION OF STATE, COUNTY  
& MUNICIPAL EMPLOYEES/IOWA COUNCIL 61  
LOCAL 3949



July, 2005 to June 30, 2008

## TABLE OF CONTENTS

ARTICLE		PAGE
	Agreement .....	1
1	Recognition .....	1
2	Separability and Savings .....	1
3	Employees Rights .....	2
4	No Strike-No Lockout .....	2
5	Non-Discrimination in Employment .....	2
6	Grievance Procedure and Arbitration .....	3
7	Seniority .....	4
8	Promotional Procedures .....	6
9	Layoff and Recall .....	6
10	Leaves of Absence .....	7
11	Hours of Work and Overtime .....	13
12	Holidays .....	15
13	Vacation .....	17
14	Dues Checkoff and Indemnification .....	18
15	Bulletin Board .....	19
16	Discipline .....	19
17	Uniform Allowance .....	19
18	Insurance .....	21
19	Wages .....	21
20	Finality and Effect .....	25
21	Duration .....	26

## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ th day of \_\_\_\_\_, 2005, by and between the CITY OF JEFFERSON, IOWA, hereinafter referred to as the "employer", and AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES/IOWA COUNCIL 61, and its affiliated Local 3949, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees of the City of Jefferson in the Police Department, Sanitation Department, Street Department, Water Department, Wastewater Department, Parks and Cemetery Department and City Hall as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 4075, dated December 28, 1989 and amended June 11, 2002, which excludes Chief of Police, Police Captain, Parks and Recreation Director, Superintendent of Wastewater, Superintendent of Streets, Superintendent of Water, City Clerk, Deputy City Clerk and all others excluded by Iowa Code section 20.4.

### ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 3  
EMPLOYERS RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline, to schedule working hours and require overtime work; determine employee qualifications, schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees, to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the Employer. It is agreed that the enumeration above shall not be deemed to exclude other areas not specifically enumerated.

ARTICLE 4  
NO STRIKE-NO LOCK OUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its office or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, mass resignations, mass absenteeism, work stoppage, or any activity as covered in Section 12 of the Act.

The Employer pledges that it will not engage in lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5  
NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employees support or non-support, or participation in Union affairs and/or activities.

All references to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6  
GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1. Within five (5) days after the occurrence, the employee shall present the written grievance to their immediate supervisor or to the City Administrator in the immediate supervisor's absence. The grievance shall state the nature of the grievance, shall note the specific clause or clauses violated, and shall list all facts and witnesses as they know them to be. The immediate supervisor shall respond in writing within five (5) working days.

Step 2. Within five (5) working days after the decision in Step 1, or if no timely decision has been made, the employee shall then present the written grievance to the Mayor or his designated representative, who shall respond within five (5) working days.

Step 3. If not resolved, the grievance may be submitted to arbitration within ten (10) working days after the decision in Step 2, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The parties shall toss a coin to determine who strikes first from the list. Either party may request a different list.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step I of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 2 is not timely answered by the Employer, it may automatically be referred to Step 3.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The parties agree that all grievances are to be confidential and no release of information may take place without the agreement of both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

## ARTICLE 7 SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

### A) Police Department Employees

#### New Hires

A new employee who has successfully completed the Law Enforcement Academy or another training facility certified by the director of the ILEA prior to appointment shall serve a probationary period not to exceed nine (9) months following the date of hire. A new employee who has not successfully completed the Law Enforcement Academy prior to hire shall serve a probationary period not to exceed a period of nine (9) months following successful completion of the Law Enforcement Academy or another training facility certified by the director of the ILEA.

#### Promotional Appointments

An employee promoted to a position assigned a higher pay scale shall serve a probationary period not to exceed nine (9) months. In the event the employee does not successfully complete the probationary period the employee shall be allowed to return to the previously held position.

B) All Other Employees

A new employee and promotional appointments shall serve a probationary period not to exceed six (6) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other unauthorized work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification of employment application.
- (e) An employee absent from work two (2) days without notice to the Employer.
- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- (h) An employee is off work for any reason for twelve (12) months, which may be extended an additional six (6) months at the Administration's discretion, or the length of the employee's seniority, whichever is shorter.
- (i) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.



ARTICLE 8  
PROMOTIONAL PROCEDURES

When filling a promotional vacancy, the Employer may consider the employee's qualifications, ability, experience, aptitude and work record. However, when these factors are reasonably equal between two (2) or more employees, in the sole exclusive discretion of the Department Head, then seniority shall prevail. Employees will be on promotional probation for six (6) months. At all times, the Employer reserves the right to hire from outside to fill a vacancy.

A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

ARTICLE 9  
LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees a thirty (30) days notice. The employee with the least qualifications in the job classification affected shall be the first laid off. If the employees are relatively equal in qualifications, the least senior employee will be reduced. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available, as determined by the Employer. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified fourteen (14) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 10  
LEAVES OF ABSENCE

Regular full-time employees shall be eligible for leaves of absence after completing their probationary period.

Sick Leave

A) Police Department Employees

A regular full-time employee who has completed their probationary period will earn sick leave at the rate of eight (8) hours per month, up to a maximum of nine hundred and sixty (960) hours. Starting in the tenth year of employment a regular full-time employee will earn sick leave at the rate of twelve (12) hours per month up to a maximum of nine hundred and sixty (960) hours. Sick leave shall be granted in minimum of one (1) hour increments.

Sick leave will be paid only when the employee is unable to work due to a personal illness or injury.

A medical doctors written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Sick leave will not be granted if an employee is injured while gainfully employed by a different employer.

B) All Other Employees

A regular full-time employee who has completed their probationary period will earn sick leave at the rate of one (1) day per month, up to a maximum of one hundred and twenty (120) days. Starting in the tenth year of employment a regular full-time employee will earn sick leave at the rate of one and one-half ( $1\frac{1}{2}$ ) days per month up to a maximum of one hundred and twenty (120) days. Sick leave shall be granted in minimum of one (1) hour day increments.

Sick leave will be paid only when the employee is unable to work due to a personal illness or injury.

A medical doctors written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Sick leave will not be granted if an employee is injured while gainfully employed by a different employer.

## Family Emergency

### A) Police Department Employees

A Family Emergency shall be defined as a life threatening illness hospitalization and/or surgery of a regular full-time employees spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, grandparents, grandchildren, son-in-law, daughter-in-law and adopted children.

Said employee may be granted up to thirty-six (36) hours leave of absence with pay for a Family Emergency. Additional time may be granted at the discretion of the Chief of Police. Family Emergency Leave time is to be deducted from and is subject to each employee's available sick leave.

The procedure of informing the department of requesting Emergency Family Leave shall follow procedure stipulated in Section 22.14 of the S.O.P.

Employees may use accrued sick leave for the employees medical, chiropractic, optical or dental appointments which cannot be scheduled at times other than during working hours.

### B) All Other Employees

A Family Emergency shall be defined as a life threatening illness hospitalization and/or surgery of a regular full-time employees spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, grandparents, grandchildren, son-in-law, daughter-in-law and adopted children.

Said employee may be granted up to five (5) days leave of absence with pay for a Family Emergency. Additional days may be granted at the discretion of the City Administrator. Family Emergency Leave time is to be deducted from and is subject to each employee's available sick leave.

Employees may use accrued sick leave for personal medical, chiropractic, optical or dental appointments which cannot be scheduled at times other than during working hours.

### Sick Leave Incentive

#### A) Police Department Employees

Employees that have nine hundred and sixty (960) hours of sick leave remaining on December 31st of each year will receive a one hundred and twenty-five dollars (\$125.00) bonus if the employee has used twenty-four (24) hours or less of the previous year's sick leave time.

#### B) All Other Employees

Employees that have one hundred and twenty (120) days of sick leave remaining on December 31st of each year will receive a one hundred and twenty-five dollars (\$125.00) bonus if the employee has used twenty-four (24) hours or less of the previous year's sick leave time.

### On-the-Job Injuries - Workers Compensation

The Employer will pay full salary to regular full-time employees who are injured on the job and who qualify for Workers Compensation for a period not to exceed eight (8) weeks from the day of injury. Workers Compensation checks received by the employee within the eight (8) week period must be endorsed and given to the Employer as a reimbursement. Following the eight (8) week period, the employee shall receive Workers Compensation checks only, without salary compensation provided by the Employer.

The following provisions apply to a employee who is under the above described circumstances:

- A. The Employer shall continue to pay Group Health Insurance premiums for the employee under the current personnel policy provisions for a period not to exceed twelve (12) months from injury, at which time the City Administrator will evaluate the situation and recommend if the Employer should continue paying said Health Insurance costs.
- B. Vacation time shall continue to accumulate for up to twelve (12) months.
- C. No additional sick leave or other leave will accumulate from the day of the injury to the day the employee returns to full-time duty with the City. There shall be no deduction of accrued sick leave days while an employee is off for Workers Compensation. Injury and time off qualifying for Workers Compensation is not an "illness" for sick leave purpose and no sick leave shall be paid.

- D. The Employer shall not contribute to employee retirement programs for a period beginning eight (8) weeks after the injury and ending the day the employee returns to full-time duty.
- E. Should the employee's doctor issue a statement indicating that the employee is able to return to work, the City may require the employee to test for minimum medical qualifications of the position.
- F. An employee on Workers Compensation, whose employment has been terminated according to Article 7(h), shall be considered for any future openings that he/she is qualified for. If the employee is rehired, his/her prior seniority may be reinstated with written agreement between the Union and the Employer.
- G. Upon request, employees may supplement workers compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

#### Funeral Leave

##### A. Police Department Employees

In the event of death of a regular full-time employee's spouse, child, parent, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, grandparents-in-law, grandchildren, son-in-law, daughter-in-law, and adopted children, said employee shall be granted up to twenty-four (24) hours leave of absence with pay for attendance at the funeral and other related functions.

In the event of death of a person not covered in the above paragraph, a regular full-time employee's shall be granted one (1) day, per year, leave of absence with pay for attendance at the funeral and other related functions.

In the event a regular full-time employee is called upon to be a pallbearer for a funeral service that employee shall be granted twelve (12) hours of leave to perform this request.

Additional time may be granted at the discretion of the Chief of Police or City Administrator.

## B. All Other Employees

In the event of death of a regular full-time employee's spouse, child, parent, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, grandparents-in-law, grandchildren, son-in-law, daughter-in-law, and adopted children, said employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions.

In the event of death of a person not covered in the above paragraph, a regular full-time employee's shall be granted one (1) day, per year, leave of absence with pay for attendance at the funeral and other related functions.

In the event a regular full-time employee is called upon to be a pallbearer for a funeral service that employee shall be granted one (1) day of leave to perform this request.

Additional days may be granted at the discretion of the Chief of Police or City Administrator.

### Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa. The Employer will pay the difference between the military pay and what the employee would have received if working.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

### Jury Duty/Legal Leave

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work immediately.

### Unpaid Leave

The City Administrator, upon recommendation from a Department Head, may grant unpaid leave of absence to an employee for illness or other legitimate reasons as determined by the City Administrator.

During an unpaid leave, an employee:

- (a) receives no compensation.
- (b) does not earn vacation or sick leave.
- (c) does not contribute to retirement programs.
- (d) does not collect sick leave benefits.
- (e) must reimburse the Employer for all coverage under Group, Hospital and Medical Insurance premiums paid while on leave if coverage is desired to be continuous.
- (f) must reimburse the Employer for all coverage under the Group Life Insurance if coverage is desired to be continuous.

Critical Incident Leave - Police Department Employees Only

In the event that a full-time employee has been involved in a work related incident, such as a life threatening critical incident, the shooting of another person in the line of duty, being shot at in the line of duty, being shot in the line of duty, a fellow officer is shot or killed in the line of duty, or a similar life threatening situation having dealt with due to the officers' official duty, the employee shall be given up to one hundred and twenty (120) hours off with pay as determined necessary by the Chief of Police. Those employees involved in a work related critical incident may also be provided with a ILEA Critical Incident Team and/or additional treatment as is deemed necessary by the ILEA Critical Incident Team. Additional time may be allowed if recommended by the Officer's doctor or ILEA Critical Incident Team and approved by the Chief of Police, with proper verification.

There shall also be a critical incident debriefing held by a ILEA Critical Incident Team for the other employee's not directly involved in the departmental incident, at the time of the critical incident.

The employer shall provide these benefits to the related employees, at the employers' expense. All Critical Incident reports shall maintain confidentiality as with any employee medical records.

The employee shall also be provided at the employers' expense, an attorney for any/or all legal action taken against the employee due to their involvement in a work related critical incident occurring within the scope of their employment or duties.

ARTICLE 11  
HOURS OF WORK AND OVERTIME.

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

Overtime and Hours.

A) Police Department Employees

Overtime shall be paid for at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of twelve (12) hours in a day or one hundred forty-four (144) hours in a twenty-four (24) day period. An employee who is called in to work an twelve (12) hour shift outside his/her schedule and has used sick leave and/or vacation leave within the twenty-four (24) day period, he or she will not receive time and one-half (1 ½) for those twelve (12) hours; however, they will have an additional twelve (12) hours added to his or her vacation and/or sick leave. An employee called in to work for less than twelve (12) hours will be paid time and one-half (1 ½) for all hours worked. An employee called who works under twelve (12) hours outside his/her normal schedule will not be required to take time off later in the pay period to avoid the payment of overtime. Overtime shall be compensated in cash or compensatory time at the discretion of the City Administrator. Overtime shall not be paid more than once for the same hours worked.

B) All Other Employees

Hours: The normal workweek shall consist of five (5) days each including eight (8) hours of work. Specific work schedules, including hours, rest periods and days shall be issued, by the Employer. The Employer shall provide fourteen (14) calendar days notice of changes, except in emergency situations. Each employee shall be allowed an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour as scheduled by the Employer.



Overtime: In general, overtime shall be kept to a minimum consistent with the efficient provision of City services. When overtime is required each employee shall accept and work such overtime assignments. Overtime is all time properly authorized and worked in units of one-quarter (1/4) hour or more which is in excess of eight (8) hours in a day or forty (40) hours in a week. Compensated leave time such as vacation, holiday and compensatory time off shall count as time worked for the purpose on computing overtime however, sick leave shall not count for that purpose. Overtime work shall be compensated at one and one half (1 ½) times the employee's regular rate of pay either in cash or compensatory time off at the discretion of the Employer. However, employees may choose to develop and maintain a bank of unpaid Compensatory Time, up to forty (40) hours. Any time an employee's bank exceeds that forty (40) hour balance the supervisor may direct the employee to schedule and use, within a reasonable amount of time, sufficient time off to reduce the balance to forty (40) hours.

Compensatory time: Request to take off earned compensatory time must be submitted to the appropriate supervisor for approval (or denial) prior to taking time off.

Call Back. An employee called back to work after completing his/her regularly scheduled shift will receive a minimum of one (1) hours of compensatory time at time and one-half (1 ½). (This provision does not apply in the case of an employee called in to work less than two (2) hours prior to his/her shift nor does it apply if the call back is for the purpose of correcting a mistake made by the employee or to perform a duty or function which the employee failed to perform during work hours.)

#### Licenses and Certificates

All licenses and/or certificates required by the employer to conduct the business of the employer, other than an Iowa Driver's License, Type 1, shall be paid for by the employer. In the event that the employer requires an employee to possess a Commercial - Driver's License, the employer shall pay only the difference in cost between the Driver's, Type 1, and the Commercial Driver's License.

Court Time (Police Department Only). An employee called into court outside his/her scheduled hours shall be paid, either in cash or compensatory time, a minimum of one (1) hour at time and one-half (1 ½) the employee's regular straight time hourly rate for all hours worked.

Trade Time (Police Department Only). Employees may utilize a trade time agreement among themselves. Such agreement shall be voluntary and shall consist of employees agreeing to trade off working assignments in increments of twelve (12) hour blocks.

Trade time agreements shall be between employees within the same job classification, except that the Employer has the discretion to waive this requirement. Employees utilizing this agreement shall agree between themselves as to the payback conditions, except that the payback must be accomplished within sixty (60) days of their agreement. Such agreement shall be written on a form provided by the Employer, signed by the agreeing employees, witnessed, and given to the employee's supervisor. All trade time agreements must have authorization of the Chief.

If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision, and disciplinary action may be taken by the Employer.

## ARTICLE 12 HOLIDAYS

### A. Police Department Employees

All regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve afternoon, Christmas Day, and sixteen (16) hours of floating holiday time.

#### 1. Police Department Employees

Any regular full-time officer working during a prescribed holiday set forth in the contract will receive their normal hourly rate for those hours worked. If this does not total twelve (12) hours worked, that officer will receive the remainder time in paid leave, to total twelve (12) hours.

Any regular full-time officer scheduled off during prescribed holiday set forth in contract will receive twelve (12) hours paid leave for that holiday.

The approval of paid leave requested off due to this policy will be left to the discretion of the Chief.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless prior approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

B. All Other Employees

All regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve afternoon, Christmas Day, and two (2) floating holidays.

1. All Other Employees

Any regular full-time employee who is on the active payroll shall receive eight (8) hours of holiday pay at his/her regular hourly rate of pay.

Any eligible employee who works as required on any of the observed holidays will be paid holiday pay, in addition to one and one-half (1 ½) times his/her regular hourly rate of pay for all hours actually worked on the holiday. The one and one-half (1 ½) times his/her regular hourly rate of pay may be taken in cash or compensatory time at the discretion of the employer.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless prior approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

ARTICLE 13  
VACATION

The scheduling of vacation leave is dependent upon the judgment and discretion of the Employer. The Employer may require the rescheduling of vacation leave when, in his/her judgment, it is necessary for the efficient operation of the department. Once vacation time to be taken is approved by the Employer, it can only be changed by agreement with the Employer, or when the Employer determines the employee is needed.

Vacation days shall be earned, as distinguished from days allowed and taken, by the employee through months of continuous service. Vacation days shall be allowed and taken in the "vacation year" only, which means the twelve (12) month period following twelve (12) months of continuous service in which they are earned. Monthly vacation days earned and vacation days allowed to be taken are computed as follows:

Police employees:

<u>Years of Continuous Service</u>	<u>Vacation Hours Earned per Month</u>	<u>Vacation Hours Allowed to be Taken</u>
In year 1	4 hours	0
In year 2	8 hours	48 hours
In year 3	8 hours	96 hours
In year 4	10 hours	96 hours
In year 5 through 9	10 hours	120 hours
In 10th year	12 hours	120 hours
In 11th year and after	12 hours	144 hours

The "vacation year" runs from employment anniversary date to the next employment anniversary date. Vacations shall be taken during the "vacation year" but an employee shall be allowed to carry over a maximum of twenty four (24) hours of vacation from year to year.

Upon resignation from City employment, an employee will be compensated for unused vacation for the "vacation year" in addition to any vacation earned, based on months of service in the current year, up to the date of resignation.

Vacation pay will be at the employees normal pay for the day or week for which he/she would have been regularly scheduled to work.

All other employees:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned per Month</u>	<u>Vacation Days Available for use</u>
Immediate earnings after 6 months service	.417 days	Up to 5 working days
During year two	.417 days	Up to 5 working days
During year three	.834 days	Up to 10 working days
During year four	.834 days	Up to 10 working days
During year five - nine	1.084 days	Up to 13 working days
During year ten	1.084 days	Up to 13 working days
During year eleven plus	1.250 days	Up to 15 working days

The "vacation year" runs from employment anniversary date to the next employment anniversary date. Vacations shall be taken during the "vacation year" but an employee shall be allowed to carry over a maximum of three (3) days of vacation from year to year.

Upon resignation from City employment, an employee will be compensated for unused vacation for the "vacation year" in addition to any vacation earned, based on months of service in the current year, up to the date of resignation.

Vacation pay will be at the employees normal pay for the day or week for which he/she would have been regularly scheduled to work.

ARTICLE 14  
DUES CHECKOFF AND INDEMNIFICATION

Section 1      Dues Deduction

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked with written notice to the Employer and the Union within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction. The Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Employer shall include a list of all Employees who had dues deducted from their paycheck. This list shall have the Employee's name, social security number, address, and the amount of dues withheld. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 2 PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision, within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit any deduction with a list showing the names, address, social security number and amount of the deduction withheld from the employees to AFSCME/IOWA Council 61.

ARTICLE 15  
BULLETIN BOARD

The Union shall be allowed to utilize space on existing bulletin boards customarily used for the posting of information to the employees in the unit. No political campaign literature or material detrimental to the Employer or the Union will be allowed on the bulletin board.

ARTICLE 16  
DISCIPLINE

The Employer will not suspend or discharge a regular full-time employee who has completed his/her probationary period without cause.

ARTICLE 17  
UNIFORM ALLOWANCE

Section 1 Uniform/Clothing Allowance

A) Police Department Employees

The Employer will allow up to five hundred dollars (\$500) per year towards a uniform allowance.

B) All Employees in the Sanitation, Street, Water, Wastewater, Parks and Cemetery Departments. This provision specifically excludes employees at the Recreation Center and City Hall.

1) Clothing

Each employee shall receive a credit, with the City of Jefferson, of \$200 in January each year. The payment shall be prorated based upon the number of months worked during the previous year.

2) Safety Shoes/Boots

Each employee who is required to wear safety shoes shall be reimbursed for the purchase of an approved pair of safety shoes/boots up to a maximum of amount of \$150 each year.

Section 2 Damage to Personal Items

In the event of the destruction or damage to a regular employee's personal property, such as eyeglasses, watch or watchband, in the performance of required duties, through no fault of the employee, the employee may be reimbursed for approved claims in an amount determined by the City, not to exceed two hundred (200.00) dollars for eyeglasses and twenty-five (25.00) dollars for a watch or watchband, upon presentation to the Immediate Supervisor of satisfactory evidence as to the destruction or damage and a receipt evidencing repair or replacement. In order to be eligible for such reimbursement, prompt reporting of the destruction or damage to the Immediate Supervisor or his/her designee is required, but in no event shall such be made later than the end of the workday, unless extenuating circumstances exist, during which the destruction or damage occurred.

Section 3 Safety Glasses

The Employer will provide safety glasses to all employees or provide the employees with the cost of the safety glasses to be applied to the cost of prescription safety glasses.

ARTICLE 18  
INSURANCE

The Employer agrees to provide health insurance that is comparable to the insurance plan benefits that was in effect on July 1, 1998. The Employer agrees that in the event the City is considering a change in the Insurance program, advance notice will be provided to the Union with sufficient time to allow for the Union input prior to a final decision being made by the City. The Employer will pay the full cost of the employee's personal premium.

Effective July 1, 2004 if an employee desires family coverage, the Employer will pay eighty-five (85) percent of the difference between the family premium and the employee only premium with the employee paying fifteen (15) percent, by authorizing a payroll deduction for the added cost.

The Employer will pay the premium for each eligible regular full-time employee toward a \$10,000 Term Life Insurance Policy.

The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

An employee who is unable to work and has run out of sick leave, compensatory time and vacation, will be allowed to be continued on the City's insurance at the employee's expense as required under COBRA.

ARTICLE 19  
WAGES

A) Police Department Employees

July 1, 2005

	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>	<u>Grade 6</u>	<u>Grade 7</u>
Patrolman	\$29,396	\$30,208	\$31,008	\$31,945	\$32,881	\$33,950	\$35,019
Sergeant	\$36,203						

July 1, 2006

	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>	<u>Grade 6</u>	<u>Grade 7</u>
Patrolman	\$30,278	\$31,115	\$31,939	\$32,904	\$33,868	\$34,969	\$36,070
Sergeant	\$37,290						



July 1, 2007

	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>	<u>Grade 6</u>	<u>Grade 7</u>
Patrolman	\$31,187	\$32,049	\$32,898	\$32,892	\$34,884	\$36,019	\$37,153
Sergeant	\$38,409						

- Patrol - Grade 1: A regular full-time probationary employee who has not completed the Academy.
- Patrol - Grade 2: A regular full-time probationary employee who has completed the Academy.
- Patrol - Grade 3: A regular full-time employee who has completed his/her probationary period and has completed one (1) year of full-time continuous employment with the Employer.
- Patrol - Grade 4: A regular full-time employee who has completed two (2) years of full-time continuous employment with the Employer.
- Patrol - Grade 5: A regular full-time employee who has completed three (3) years of full-time continuous employment with the Employer.
- Patrol - Grade 6: A regular full-time employee who has completed five (5) years of full-time continuous employment with the Employer.
- Patrol - Grade 7: A regular full-time employee who has completed ten (10) years of full-time continuous employment with the Employer.

The City retains the right to hire experienced employees at a wage level commensurate with his/her experience.

B) All Other Employees

July 1, 2005

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1 Billing Clerk	\$ 9.38	\$ 9.86	\$10.35	\$11.87	\$11.41	\$11.99
2 Administrative Assistant Fitness Coordinator	\$10.35	\$10.87	\$11.41	\$11.99	\$12.57	\$13.21
3 Parks/Cemetery worker Recycling Worker Sanitation Worker Street Maintenance Worker Waste Water Operator* Water Operator*	\$12.07	\$12.67	\$13.30	\$13.97	\$14.67	\$15.40
4 Parks/Cemetery Lead Person Sanitation Lead Person	\$13.49	\$14.15	\$14.86	\$15.61	\$16.40	\$17.21

July 1, 2006

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1 Billing Clerk	\$ 9.66	\$10.16	\$10.66	\$12.23	\$11.75	\$12.35
2 Administrative Assistant Fitness Coordinator	\$10.66	\$11.20	\$11.75	\$12.35	\$12.95	\$13.61
3 Parks/Cemetery worker Recycling Worker Sanitation Worker Street Maintenance Worker Waste Water Operator* Water Operator*	\$12.43	\$13.05	\$13.70	\$14.39	\$15.11	\$15.86
4 Parks/Cemetery Lead Person Sanitation Lead Person	\$13.89	\$14.57	\$15.31	\$16.08	\$16.89	\$17.73

July 1, 2007

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	\$ 9.95	\$10.46	\$10.98	\$12.60	\$12.10	\$12.72
	Billing Clerk					
2	\$10.98	\$11.54	\$12.10	\$12.72	\$13.34	\$14.02
	Administrative Assistant Fitness Coordinator					
3	\$12.80	\$13.44	\$14.11	\$14.82	\$15.56	\$16.34
	Parks/Cemetery Worker Recycling Worker Sanitation Worker Street Maintenance Worker Waste Water Operator* Water Operator*					
4	\$13.31	\$15.01	\$15.77	\$16.56	\$17.40	\$18.26
	Parks/Cemetery Lead Person Sanitation Lead Person					

\* Water Operator and Waste Water Operator will be paid at Step 3 of the assigned Pay Grade upon receipt of a Grade I Certification, Step 5 upon receipt of a Grade II Certification. Additionally, Water and Waste Water Operators shall be paid 10 % above Step 6 of the assigned Pay Grade upon receipt of a Grade III Certification and 14% above Step 6 upon receipt of a Grade IV Certification.

The City retains the right to hire experienced employees at a wage level commensurate with his/her experience.

#### Pay Grade Step Movement

- Step 1 - Start
- Step 2 - After six (6) months
- Step 3 - After twelve (12) months
- Step 4 - After thirty-six (36) months
- Step 5 - After sixty (60) months
- Step 6 - After ninety-two (92) months

#### Payday

Except in extenuating circumstances, paychecks will be distributed on pay day at the beginning of the business day which is Noon. The union agrees that all payroll business will be handed in by 10:00 a.m. the day before pay day or it will be held until next pay day.

### Longevity

The Employer agrees to pay all regular full-time and part-time employees a longevity payment on his/her anniversary date as follows:

<u>Years of Service</u>	<u>Longevity Pay added to base.</u>
After 11 years	\$0.11 per hour
After 15 years	\$0.15 per hour
After 20 years	\$0.20 per hour
After 25 years	\$0.25 per hour

### ARTICLE 20 FINALITY AND EFFECT


THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

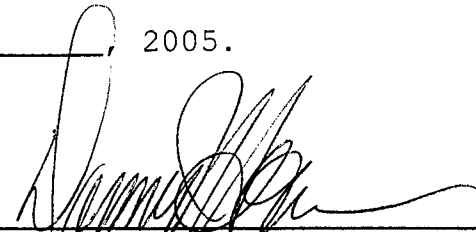
ARTICLE 21  
DURATION

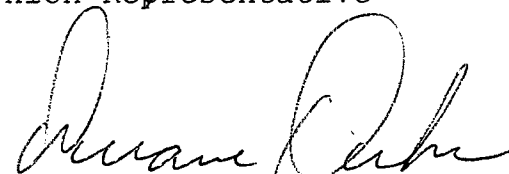
THIS AGREEMENT shall be effective from July 1, 2005 and shall continue in full force and effect until it expires on June 30, 2008.

Signed this 22 day of March, 2005.

  
\_\_\_\_\_  
Mayor  
City of Jefferson

\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
AFSCME/Iowa Council 61  
Union Representative

  
\_\_\_\_\_  
Bargaining Unit Representative

  
\_\_\_\_\_  
Bargaining Unit Representative

  
\_\_\_\_\_  
Bargaining Unit Representative

\_\_\_\_\_  
Bargaining Unit Representative

\_\_\_\_\_  
Bargaining Unit Representative